

# **EXHIBIT “1”**

**PROMISSORY NOTE**

\$4,750,000

March 8, 2022  
Hazleton, Pennsylvania

FOR VALUE RECEIVED, the undersigned (“**Maker**”) promises to pay Nexii Building Solutions Inc., a company incorporated under the laws of British Columbia and having its head office at 1455 West Georgia Street, Vancouver, British Columbia, Canada (“**Payee**”), the principal sum of Four Million Seven Hundred Fifty Thousand Dollars and 00/100 Cents (**\$4,750,000.00**) that is due and owing under the Existing Agreement (hereinafter defined), comprised of:

- A. the sum of Two Million Five Hundred Thousand Dollars (**\$2,500,000**), a portion of the Contract Fee originally labeled “Ramp-Up Fee” under the Existing Agreement (defined below) (the “**Ramp-Up Fee**”) plus interest at a rate of 12.5% per annum, payable in twenty-four (24) monthly installments of \$119,500.23 (each, a “**Ramp-Up Fee Payment**”) commencing June 1, 2022, and continuing through and including May 1, 2024; and
- B. the sum of Two Million Two Hundred Fifty Thousand Dollars (**\$2,250,000**), representing the portion of the Contract Fee originally labeled “Balance Fee” under the Existing Agreement (the “**Balance Fee**”), plus interest at a rate of 6% per annum, payable in twenty-four (24) monthly installments of \$99,721.37 (together with each Ramp-Up Fee Payment, each, a “**Payment**”) commencing June 1, 2022, and continuing through and including May 1, 2024.

In the event Maker’s working capital or available cash do not allow for the Payments to commence on June 1, 2022, after presentation to Payee of adequate financial information to demonstrate the veracity of the working capital or available cash position (as evaluated in the reasonable discretion of Payee), Maker may extend the commencement date of each Payment on a month-to-month basis (provided that for each subsequent monthly extension, Maker must make such presentation and demonstration of such conditions), provided that no such extension shall continue beyond December 31, 2022. During any such extension, interest shall continue to accrue on amounts owing under this note. Upon exercise of such extension, Payee shall update the amounts of the monthly installments payable hereunder and shall be entitled to make any other recalculations it reasonably determines necessary to reflect the accrual of interest and timing of such payments. Exercise of such extension shall not modify the duration of this note, but instead shall reduce the number of monthly installments by one month for each month the related payment extension is exercised, and shall increase the amount of each monthly installment. Additionally, in the event Payee fails to make a payment to Maker under that certain Promissory Note dated March 8, 2022, in the original principal amount of \$660,864.10 issued by Payee to Maker, the obligation of Maker to make a subsequent installment Payment to Payee hereunder shall be suspended until such time as Payee brings current its own obligations under such Promissory Note; provided that interest hereunder shall continue to accrue on the principal portion of any suspended Payment.

Each Payment shall be applied first to interest accruing under this note and other accrued obligations relating to this note, and thereafter to principal.

In the event the Maker shall fail to make payment as provided herein, then the entire principal sum and accrued interest shall become at once due and payable at the written option of the holder of this note, plus default interest at the rate of 15.5% from the date of such default forward until paid. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Upon a default hereunder, Maker may apply all payments under this note to costs of collection, interest, and principal in the order determined by Maker, and against the Ramp-Up Fee Payment and Balance Fee in the order determined by Maker.

Interest will begin to accrue on the Ramp-Up Fee on April 1, 2022 as agreed by the parties, and interest will begin to accrue on the Balance Fee on May 1, 2022 pursuant to the Existing Agreement, and shall be computed on the basis of actual days elapsed and a year of 360 days.

This note may be prepaid by the Maker at any time in whole or from time to time in part without premium or penalty. Any prepayment shall be applied first against accrued and unpaid interest and the balance shall be applied principal.

The holder of this note may extend the time for making any Payment provided for herein, or may accept said Payment in advance, all without affecting the liability of the undersigned.

This Note evidences the obligations of the Maker under Section 4.1 of the Amended and Restated Nexii Certified Manufacturing Agreement by and between Maker and Payee, as amended by that certain Step-in Agreement dated as of November 19, 2022, that certain Amendment dated as of December 27, 2021, and that certain Third Amendment dated as of March 8, 2022 (the “Existing Agreement”).

This note is secured by that certain Security Agreement dated March 8, 2022 by the Maker in favor of the Payee.

**THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS NOTE SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF PENNSYLVANIA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF.**

**THIS NOTE SHALL BE ENFORCED IN ANY FEDERAL COURT OR PENNSYLVANIA STATE COURT SITTING IN PHILADELPHIA, PENNSYLVANIA; AND THE MAKER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT THE VENUE IN SUCH FORUMS IS NOT CONVENIENT. IF THE MAKER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, THE PAYEE AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR, IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.**

The Maker hereby waives presentment for payment, notice of dishonor, protest and notice of protest.

Execution Version

If this Note is not paid when due, the Maker shall pay all of the Payee's reasonable costs of collection including reasonable attorneys' fees.

NEXUS 1, LLC

By: NexUS Development, LLC, a Delaware  
limited liability company, its managing  
member

By: 

Name: John Wolfington

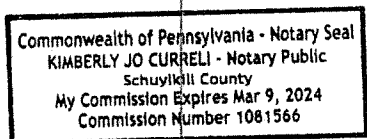
Title: Authorized Signatory

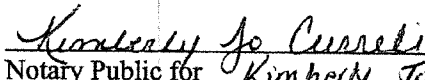
STATE OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF LUZERNE )

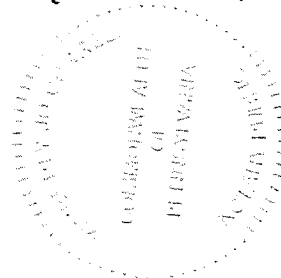
THIS IS TO CERTIFY that on the 8<sup>th</sup> day of March, 2022 at Hazleton,  
Pennsylvania, before me personally appeared **John Wolfington**, the Authorized Signatory of  
NexUS Development, LLC, the Managing Member of NexUS 1, LLC (the "Company") and he  
acknowledged to me that he executed the foregoing Promissory Note in such capacity as the free  
and voluntarily act of said Company.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Seal



  
Notary Public for Kimberly Jo Curreli  
My Commission Expires: March 9, 2024



[Promissory Note – NexUS 1, LLC (\$4,750,000)]